Matthew F. Graham, State Bar No. 95194
Richard A. Sipos, State Bar No. 126982
Garret D. Murai, State Bar No. 215667
AIKEN, KRAMER & CUMMINGS, INC.
1111 Broadway, Suite 1500
Oakland, California 94607
Telephone: (510) 834-6800
Facsimile: (510) 834-9017
E-mail: gmurai@akclawfirm.com

Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

OPPOSITION TO MOTION TO DISMISS UNLAWFUL DETAINER COMPLAINT OF PLAINTIFF RICHARD TRAVERSO; REQUEST FOR ORDER TO SHOW TO CAUSE WHY DEFENDANT AND ITS ATTORNEYS SHOULD NOT BE SANCTIONED PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE, RULE 11

Date:	October 2, 2007
Time:	9:30 a.m.
Courtroom:	11
Judge:	Martin J. Jenkins
Action Removed:	July 13, 2007
Trial Date:	None

Plaintiff RICHARD TRAVERSO respectfully submits the following Opposition:

I. INTRODUCTION

This is an unlawful detainer action for the termination of a commercial lease. Plaintiff RICHARD TRAVERSO is an assignee-lessor[1] and Defendant CLEAR CHANNEL OUTDOOR, INC. is an assignee-lessee under a commercial lease agreement effective May 1, 1984 ("Lease"). Complaint, Ex. 1. The Lease is for use of billboard space located between 650-660 Bryant Street

[1] Plaintiff was assigned the lease on February 6, 2006. *See* Assignment of Lessor's Interest in Lease attached as Exhibit 1 to Plaintiff's complaint. Plaintiff's complaint is in turn attached as Exhibit 1 to Defendant's Motion to Dismiss Unlawful Detainer Complaint of Plaintiff Richard Traverso filed August 8, 2007 [hereinafter "Motion"].

in San Francisco, California. *Id.* The fair market value of the billboard space has risen dramatically over the past 20 years. Defendant knows this. Hence, Defendant's refusal to relinquish possession of the billboard space or pay fair market value.

Defendant's Motion, filed after its removal of this action from state to federal court, makes two contentions: (1) that Plaintiff's complaint does not allege service of a notice of termination or proper service of such a notice; and (2) that the complaint and the exhibits thereto contain contrary allegations regarding the date of service of the notice of termination.

As discussed below, Defendant's contentions are without merit and its motion should be denied. First, Plaintiff's complaint is on Judicial Council form UD-100 and, pursuant to Code of Civil Procedure section 1166(a)(5), use of such a form is sufficient to allege the method of serving of a notice of termination. Second, Defendant misrepresents the allegations of the complaint. The complaint's reference to February 28, 2007, refers to date in which the Lease expired, not the date in which the notice of termination was served. Finally, Plaintiff requests that Defendant and its attorneys be ordered to show cause why they should not be sanctioned pursuant to Federal Rules of Civil Procedure, Rule 11.

II. DISCUSSION

A. Plaintiff's Complaint Properly Alleges that a Notice of Termination was Served and the Method of Service of Such Notice Pursuant to Code of Civil Procedure Section 1166(a)(5)

Defendant's first contention is that Plaintiff's complaint fails to properly allege that a notice of termination was served (Motion at IV.B.1) and the method of service of such notice (Motion at IV.B.2). According to Defendant, the complaint fails to comply with Code of Civil Procedure section 1166(a)(5) because it does not "[s]tate specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based." Motion at 3:20-21 (quoting Code of Civ. Proc. §1166(a)(5)). Defendant, however, fails to quote the section in full. Section 1166(a)(5), fully quoted, provides as follows:

> The complaint shall . . . (5) State specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based. **This requirement may be satisfied by using and completing all items relating to service of the notice or notices in an appropriate Judicial Council form complaint**, or by attaching a proof of service the notice or notices of termination served on the defendant. (emphasis added).

Here, Plaintiff's complaint is on "an appropriate Judicial Council form complaint" – Judicial Council Form UD-100. Motion, Ex. 1. Section 8.a. of UD-100 sets forth the method of service of a notice of termination. Plaintiff marked check box 8.a.(5) which applies to commercial leases. *Id.* This was the proper check box to mark since none of the other check boxes for personal service (8.a.(1)), substituted service (8.a.(2)), service by posting (8.a.(3)), or service by certified or registered mail (8.a.(4)) applied. As such, Plaintiff's complaint is, contrary to Defendant's contention, in full compliance with Section 1166(a)(5).

Moreover, Defendant's contention that the Lease does not specify the manner in which notices of termination are to be served, and that it is unclear whether the notice of termination which it received was in fact served "By Federal Express", is simply beyond absurd. The notice of termination was served by Federal Express (Motion, Ex. 1 (Ex. 2 of Complaint), Defendant does not deny having received the notice of termination, and the notice of termination was served 70 days before the end of the lease term when the Lease only required 60 days notice (Motion, Ex. 1 (Ex. 1 of Complaint).

Finally, Defendant's contention that the notice of termination **had** to be served by personal service is incorrect. Code of Civil Procedure section 1162 provides that "notices required by Sections 1161 and 1161a **may** be served . . . ." by, among other methods of service, personal delivery. Thus, Code of Civil Procedure section 1161(1), which applies to situations where a tenant continues in possession after the expiration of a lease term, does not require that a landlord serve a notice of termination by personally delivering it to the tenant. In fact, Section 1161(1) does not require that a tenant be served with any notice at all. *Compare* Code of Civ. Proc. §§1161(2) through (4) (requiring that notice be given).

As explained in *Ryland v. Applbaum* (1924) 70 Cal.App. 268, 270:

> It is well established that it is the duty of the tenant as soon as his tenancy expires by its own limitations, to surrender the possession of the premises and that **no notice of termination is necessary**, the lease itself terminating the tenancy; and if he continues possession beyond that period without the permission of the landlord, he is guilty of unlawful detainer, and an action may be commenced against him at once, under the provisions of subdivision 1 of section 1161 of the Code of Civil Procedure, **without service upon him of any notice**. (emphasis added).

> *See also* CEB, CALIFORNIA LANDLORD-TENANT PRACTICE §8.82 (2nd ed., Feb. 2007 Update) ("In jurisdictions without rent control,[2] the lessor may file an unlawful detainer action **without serving any notice whatsoever**, when the lease provides for a fixed-term tenancy, the term has expired, and the tenant holds over without permissions" (citing Code of Civ. Proc. §1161(1)) (emphasis added)).

B. Plaintiff's Complaint is Neither Vague Nor Uncertain As to the Date of Service

Defendant's second contention is that Plaintiff's complaint is vague and uncertain regarding the date of service. Motion at IV.C. According to Defendant, the complaint alleges that the notice of termination was served on February 28, 2007 when the notice of termination attached to the complaint indicates that it was served on December 22, 2006. Motion at 5:5-6. Defendant misrepresents the allegations of the complaint. Section 7.a. of UD-100 sets forth the type of notice of termination sent. Plaintiff marked check box 7.a.(6), "Other (specify):", and indicated that Defendant was served a "Termination notice." Section 7.b.(1), on the other hand, is a different subsection, and sets forth the date in which the period stated in the notice of termination expires **not** the date that it was served. Plaintiff indicated that this date was February 28, 2007, which is correct, because by its terms, the Lease terminates at the end of that day.

C. Defendant and its Attorneys Should be Ordered to Show Cause Why they Should Not be Sanctioned Pursuant to Rule 11

Defendant and its attorneys should be sanctioned for filing this frivolous motion pursuant to Federal Rules of Civil Procedure, Rule 11. Rule 11(b) provides as follows:

> By presenting to the court (whether by signing, filing, submitting or later advocating) a pleading, written motion, or other paper, an attorney or unrepresented party is certifying to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, –
>
> (1) it is not being presented for any improper purpose, such as to harass or cause unnecessary delay or needless increase in the cost of litigation;
>
> (2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of a new law;

[2] San Francisco's rent control ordinance is not applicable to commercial leases.

(3) the allegations and other factual contentions have evidentiary support or, if specifically, so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; or

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on lack of information of belief.

Rule 11(c) provides in turn that the Court "[o]n its own initiative . . . may enter an order describing the specific conduct that appears to violate subdivision (b) and directing the attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto."

Good cause exists for this Court to enter an order to show cause why Defendant and its attorneys should not be sanctioned for violating Rule 11(b). First, Defendant has purposely misrepresented the law when it contends that Plaintiff has violated Code of Civil Procedure section 1166(a)(5) by only quoting a portion of that section. When read in full, it is clear that the requirements of that section have been satisfied by Plaintiff whose complaint was filed on Judicial Council Form UD-100.

Second, Defendant again purposely misrepresented the law when it contends that Plaintiff's notice of termination had to be served by personal delivery. Code of Civil Procedure section 1161(1), the section applicable to situations where a tenant holds over, does not require that notice be sent by personal delivery or that any notice be sent at all. Not only does Section 1161(1) not contain any notice requirement, the fact that no notice at all is required, is confirmed by case law and well-respected treatises on landlord-tenant law.

Third, Defendant's contention that Plaintiff's complaint and the exhibits attached thereto are contradictory in regard to the date in which the notice of termination was served is clearly frivolous. Defendant raised this identical issue in state court by demurrer. In Plaintiff's opposition to the demurrer, Plaintiff pointed out to Defendant that it had misinterpreted the allegations of the complaint. A true and correct copy of Plaintiff's opposition to the demurrer is attached. Nevertheless, despite having been previously notified of this error, Defendant now raises the same now clearly-frivolous argument in this motion.

Finally, Defendant's motion, while characterized as a motion to dismiss, is more properly a motion for more definite statement pursuant to Federal Rules of Civil Procedure, Rule 12(e),

since Defendant's contentions only allege ambiguities in the complaint: (1) that Plaintiff's complaint does not allege service of a notice of termination or proper service of such a notice; and (2) that the complaint and the exhibits thereto contain contrary allegations regarding the date of service of the notice of termination. Nevertheless, Defendant chose, rather than filing a motion for more definite statement, which would have allowed Plaintiff to amend his complaint, to file a motion to dismiss in an attempt to have the complaint dismissed in its entirety.

Under state law unlawful detainer actions are intended to be expedited proceedings. This action has, to date, been far from expedited. Instead, Defendant, the largest outdoor advertising company in the world, and a subsidiary of Clear Channel Communications, Inc., the largest radio station operator in the United States, has chosen to file this frivolous motion for the improper purpose of harassing and causing unnecessary delay and needless increase in the cost of litigation for Plaintiff. As discussed above, the claims, defenses, and other legal contentions made by Defendant are clearly not supported by existing law, Defendant's allegations and other factual contentions lack evidentiary support, and Defendant's denials and factual contentions are not warranted on the evidence.

In short, there is a difference between zealous advocacy and advocacy which stretches the truth to the point where advocacy has no basis in truth whatsoever. Defendant has crossed that line.

III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that Defendant's Motion to Dismiss be denied and that the Court enter an order to show cause why Defendant and its attorneys should not be sanctioned pursuant to Federal Rules of Civil Procedure, Rule 11.

Dated: September 11, 2007

AIKEN, KRAMER & CUMMINGS, INC.

By _____
Garret D. Murai
Attorneys for Plaintiff
RICHARD TRAVERSO

AIKEN, KRAMER & CUMMINGS INCORPORATED

Exhibit A

Matthew F. Graham, State Bar No. 095194
Richard A. Sipos, State Bar No. 126982
AIKEN, KRAMER & CUMMINGS, INC.
1111 Broadway, Suite 1500
Oakland, California 94607
Telephone: (510) 834-6800
Facsimile: (510) 834-9017
E-mail: mgraham@akclawfirm.com
rsipos@akclawfirm.com

Attorneys for Defendant
RICHARD TRAVERSO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

RICHARD TRAVERSO, an individual Plaintiff, vs. CLEAR CHANNEL OUTDOOR, INC. corporation and DOES 1 through 10, inclusive, Defendants.	Case No. CUD-07-622321 **OPPOSITION TO DEMURRER OF DEFENDANT CLEAR CHANNEL OUTDOOR, INC. TO THE UNLAWFUL DETAINER COMPLAINT OF PLAINTIFF RICHARD TRAVERSO** DATE: July 25, 2007 TIME: 9:30 a.m. DEPT.: 301 Honorable Peter Busch Complaint Filed: June 14, 2007

I. INTRODUCTION

The commercial lease in question is a billboard location in downtown San Francisco. The written lease, as amended by letter agreements between the parties' predecessors, provided for a new five year term to commence on February 28, 2007, unless written notice from either party to the other terminating the lease was served sixty (60) days prior thereto. On December 22, 2007, Lessor timely served such written notice by overnight delivery to Lessee terminating the lease as of February 28, 2007. Lessee has refused to turn over the premises, and Lessor has brought this action in unlawful detainer. Defendant Lessee has raised two grounds for demurrer as follows:

(a) failure to state facts sufficient to state a cause of action (Code Civ. Proc.,

§430.10(e)) for failing to allege "proper service" of the termination notice; and

(b) uncertainty (Code Civ. Proc., §430.10(f)) in that the date of notice alleged in the complaint varies from the date of the notice attached as an exhibit to the complaint.

Both of these grounds are incorrect.

As to the first, Lessee confuses the service of a notice of election to terminate a lease as provided for under a written lease agreement with a statutory notice required by Civil Code of Procedure sections 1161 and 1162 in some (but not this) unlawful detainer actions. No CCP §1161 notice (which requires personal service) was required herein because Lessee is a tenant holding over the express term of the written lease agreement. (CCP §1161(1)) The terms of the written lease provide that termination of the lease will occur "...upon written notice of the Lessor or Lessee served sixty (60) days before the end of such term...." Lessor's allegation herein that such notice was served in compliance with the terms of the written commercial lease is sufficient to withstand demurrer.

As to the second grounds (uncertainty), there is no contradiction in the dates alleged. Lessee has simply misread the allegations of the complaint.

II. ALLEGATIONS OF THE COMPLAINT

Lessor's complaint alleges the following facts for a cause of action in unlawful detainer:

1. Plaintiff is the Lessor of the billboard location. (¶ 1 and 2.)
2. Defendant Clear Channel Outdoor, Inc. remains in possession of the billboard location and was the Lessee (as the successor Lessee of the billboard location under a written lease executed in 1984 which was extended various times).
3. The written lease provides that it will expire "...upon written notice by the Lessor or Lessee served sixty (60) days before the end of such term...." (Exhibit 1 to complaint, referenced at ¶ 6(e) of complaint.)
4. The sixty (60) days notice as required by the written terms of the lease was timely served on the Lessee in the manner specified in the lease. (Complaint, ¶ 8.a(5).)
5. The lease termination date was February 28, 2007. (Complaint, ¶ 6.d.)
6. The lease has expired and Lessor demands possession. (Complaint, ¶ 9.)

These allegations (pleaded pursuant to a form complaint approved by the Judicial Council) meet the pleading requirements of CCP §1166 for an action in unlawful detainer.

III. LEGAL ARGUMENT

A. Plaintiff's demurrer for failure to state facts sufficient to constitute a cause of action is legally incorrect.

1. No statutory notice was required in this unlawful detainer.

Defendant Lessee argues that the complaint fails to allege that the "notice" was personally served pursuant to CCP §1162. This is an incorrect statement of law as no CCP §1162 notice was required in this situation. CCP §1162 requires personal service of "[T]he notices required by §§1161 and 1161a...." Sections 1161(2) - 1161(5), which require statutory notice to the tenant, pertain to specific default situations and are not applicable to our situation. Section 1161a relates solely to the termination of commercial leases for failure to pay rent, and is also inapplicable to our situation. It is §1161(1) which specifically pertains to our situation. Under this section a lessee continuing in possession "...after the expiration of a term for which it is let to him or her, provided the expiration is of a non default nature however brought about without the permission of his or her landlord..." is not entitled to any statutory notification for an unlawful detainer to exist. *Ryland v. Applbaum* (1924) 70 Cal.App. 268, 270. In the Ryland case the court states:

> "It is well established that it is the duty of the tenant as soon as his tenancy expires by its own limitations, to surrender the possession of the premises and that no notice of termination is necessary, the lease itself terminating the tenancy; and if he continues possession beyond that period without the permission of the landlord, he is guilty of unlawful detainer, and an action may be commenced against him at once, under the provisions of subdivision 1 of section 1161 of the Code of Civil Procedure, without the service upon him of any notice."

CEB's, *California Landlord-Tenant Practice* citing CCP §1161(1) confirms this:

> "In jurisdictions without rent control[1], the lessor may file an unlawful detainer action without serving any notice whatsoever, when the lease provides for a fixed term tenancy, the term has expired, and the tenant holds over without permission." (at § 8.82, vol. 1, p. 805, emphasis added.)

Defendant Lessee seems to have confused the requirement of personal service of a CCP §1161 notice with the sixty (60) day termination notice provided for under the terms of the written lease. Defendant states in argument, "Section 1162 requires service of a termination notice to be made by personal delivery .... The Lease does not provide for service of a termination notice by any particular means, and therefore the manner of service is therefore still governed by statute."[2] (Memorandum of Points and Authorities, p. 4:6-10.) Defendant ignores the very language of §1162 cited above, that its requirement of personal service only applies to notices "required" by §1161. The two cases cited by Defendant further illustrate this point. In *Folberg v. Clara G.R. Kinney Company* (1980) 104 Cal. App.3d 136 the court was dealing specifically with a 3 day notice required pursuant to §1161(2) due to a Lessee's default (failure to pay rent/assessments).[3] *Folberg*, at page 139. Similarly in *Zucco v. Farullo* (1918) 37 Cal. App. 562 the court dealt with the issue of the statutorily required (then CCP §1167) 3 day notice based on the tenant's default under the lease. Both of these cases cited by Defendant concern the statutorily required notice defined in §1161 necessary to create an unlawful detainer in a default situation. Neither case concerns a situation like ours, where a tenant simply holds over past his expired term, which pursuant to §1161(1) does not require any statutory notice.

Service of the termination notice provided for in the body of the lease is not governed by statute. The lease provides that the termination notice is "to be served sixty (60) days before the expiration of the term...." (emphasis added.) The lease does not require personal delivery of the

---

[1] San Francisco's rent control ordinance is not applicable to commercial leases.

[2] It is interesting that defendant has substituted the term "personal delivery" for "personal service". As discussed later in this brief, personal delivery is not the only means of accomplishing personal service pursuant to CCP §1162; it is well established that a mailing or express delivery that is acknowledged received constitutes "personal service" under CCP §1162.

[3] This appellate court actually overturned the trial court's finding of inadequate notice.

notice. The word "serve" is defined by Webster 20th Century Dictionary, as follows: "15. To deliver (a legal instrument)." Delivery by Federal Express is a fully acceptable means of service under California Law. CCP §1013(c). Defendant's position that the complaint must allege that the notice was delivered personally is incorrect.

2. Even if statutory notice was required, Plaintiff's pleading is sufficient to withstand demurrer.

For purposes of demurrer, Plaintiff's allegation that service was accomplished "...in the manner specified in the written commercial lease between the parties" (Complaint, ¶ 8.a(5)) alleges the ultimate fact of service which is sufficient to withstand demurrer. *Cowell v. A. W. Linforth* (1909) 10 Cal.App. 3, 4. Overruling a Lessee's demurrer based on inadequate allegation of service of notice, the court states,

> "The sole point made by appellant is that the special demurrer to the plaintiff's complaint should have been sustained, for the alleged reason that the complaint does not show the manner in which the service of the notice was made...[¶] The allegation in the complaint is, "that on the fifteenth day of January, 1908, a notice in writing requiring the payment of the rent due under said lease, stating the amount then due thereunder, to wit, $2,700.00, or possession of the property hereinbefore, described, was served upon the defendants A. W. Linforth, Monarch Investment Company, a corporation...." It is further alleged that a copy of the notice served is annexed to the complaint, marked "Exhibit A," and made a part thereof... It was only necessary for the plaintiff to allege that she served notice in writing upon defendant, or that notice in writing was served upon defendant, ...the plaintiff was only required to allege the ultimate fact, to wit, that she did serve notice. The evidence of course, in such case would have to show that notice had been served, but it was not necessary to inform the defendant minutely as to every detail of the manner in which the notice was served." (emphasis added.)

Thus, even if a statutory notice was required, there is no requirement that the actual manner of service must be pled. Indeed, in the absence of "personal service", actual service is sufficient to comply with the personal service requirement of §1162. *Wilcox v. Anderson* (1978) 84 Cal. App. 3d 593, 596. In *University of So. Cal. v. Weiss* (1962) 208 Cal. App. 2d 759, the court, regarding what constitutes personal service under §1162, states:

> "One method of serving such notice, as provided in said section 1162, is by delivering a copy (of the notice) to the tenant personally. (Two other methods are provided therein, but those methods are not applicable herein.) In the present case the copy of the notice was not delivered to Isacsohn personally by plaintiff's attorney, but it was mailed to him and he admitted that he received it. This method of serving the notice was a sufficient compliance with the provision in said section 1162 as to personal service." (emphasis added.)

This court further quotes the California Supreme Court's holding in *Colyear v. Tobriner* (1936) 7 Cal.2d 735, 743, that "...personal service may be made through the instrumentality of the mails. The Post Office Department as well as any other type of messenger, may be used to effect service." (emphasis added.) Since service by mail or messenger would satisfy §1162, it would not make sense to require a plaintiff to plead that the notice was personally delivered to the Lessee.

B. Defendant Lessee's demurrer for uncertainty is based on their incorrect reading of the complaint and must fail.

Defendant's demurrer for uncertainty is based on its incorrect reading of the complaint, to wit, "Plaintiff alleges that he served the notice on February 28, 2007. Complaint, paragraph 7(b)." (Defendant's Memorandum of Points of Authorities, p. 4:20.) Paragraph 7(b) of the complaint actually reads, "On 2/28/07 the period stated in the notice expired at the end of the day." Contrary to Defendant's assertion, this paragraph does not allege that the termination notice was served on February 28, but rather alleges that pursuant to the notice, the lease expired on the 28th. The actual notice is attached as Exhibit 2 to the complaint, and bears a date of December 22, 2006. Again, Plaintiff has sufficiently alleged the ultimate fact that the termination notice was served in accordance with the terms of the written lease (Complaint, ¶ 8.a(5)) which is sufficient to withstand demurrer. *Cowell v. A. W. Linforth*, *ibid*.

IV. CONCLUSION

Plaintiff has sufficiently stated a cause of action for unlawful detainer. A termination notice pursuant to the written lease was timely served on Defendant as provided for by the terms of the lease. No §1162 personal service of a §1161 notice was required. Defendant's demurrer should be overruled.

Dated: July 12, 2007

AIKEN, KRAMER & CUMMINGS, INC.

By _____
Matthew F. Graham
Attorneys for Defendant
RICHARD TRAVERSO

L:\TRAVE\7\Opp to Demurrer.doc

PROOF OF SERVICE

STATE OF CALIFORNIA }
} ss.
COUNTY OF ALAMEDA }

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607. On the date set forth below, I served the following document described as: **OPPOSITION TO DEMURRER OF DEFENDANT CLEAR CHANNEL OUTDOOR, INC. TO THE UNLAWFUL DETAINER COMPLAINT OF PLAINTIFF RICHARD TRAVERSO**

as follows to the address(es) set forth below

_X_ I am familiar with my business' practice for collection and processing of correspondence for mailing with the United States Postal Service. I placed a copy of the document described in a sealed envelope and caused such envelope with First Class postage thereon fully prepaid to be deposited in the United States mail at Oakland, Alameda County, California.

____ I placed a copy of the document described in a sealed envelope personally delivered the document.

____ I placed a copy of the document described in a sealed envelope and caused document to be hand delivered by arranging for a commercial messenger delivery this date during Code of Civil Procedure defined business hours.

____ I personally faxed or caused the faxing of the document to the facsimile number set forth below along with the address relevant thereto.

____ I placed a copy of the document described in a sealed "Federal Express" envelope with a "Federal Express Airbill" attached with the address relevant thereto.

Scott D. Baker
Jonah D. Mitchell
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 12, 2007

Karen Kornfeld

L:\ACU\Pleadings\POS.doc

PROOF OF SERVICE

Re: ***Traverso v. Clear Channel Outdoor, Inc., et al.***
Case No.: C07-3629 MJJ

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607.

On the date set forth below, I served the following document described as:

OPPOSITION TO MOTION TO DISMISS UNLAWFUL DETAINER COMPLAINT OF PLAINTIFF RICHARD TRAVERSO; REQUEST FOR ORDER TO SHOW TO CAUSE WHY DEFENDANT AND ITS ATTORNEYS SHOULD NOT BE SANCTIONED PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE, RULE 11

as follows to the address(es) set forth below:

Scott D. Baker
Jonah D. Mitchell
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

☒ **BY E-FILING:** via the court-mandated e-filing service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 11, 2007

Renee A. Ricasata

L:\TRAVE\7\Pleadings\POS_RR_e-filing.doc